

## UNITED STATES BANKRUPTCY COURT

## DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

Law Offices of Mark W. Ford, LLC  
 4 ½ North Broadway, PO Box 110  
 Gloucester City, NJ 08030  
 856-456-8811/856-456-8558 (Fax)  
 Attorney for the debtor

In Re:

Rodney Jose Kelly

Case Number: 19-11490Hearing Date: May 14, 2019 at 9:00 a.m.Judge: Michael B. Kaplan

Chapter: 13

Recommended Local Form:

☒ Followed☐ Modified**SUPPLEMENTAL CERTIFICATION TO DEBTOR'S MOTION TO VACATE DISMISSAL**

Regina Perfetti, of full age, does hereby certify and state:

1. I am the secretary to Mark W. Ford, Esquire, attorney for the debtor in the above-captioned matter and have personal knowledge of the facts stated herein.
2. On March 28, 2019, I submitted through Chapter 13 docs, the Deed and Proof of Homeowners Insurance. (See attached Exhibit A and B)

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Date: April 29, 2019

/s/Regina Perfetti  
 Regina Perfetti

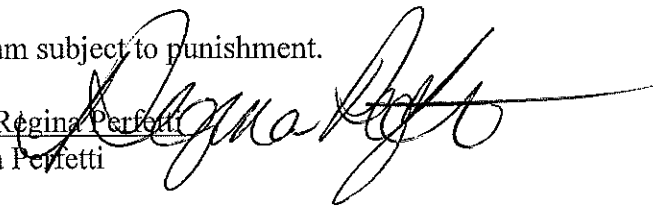


Exhibit A

## Certification of Document Receipt

13 DOCUMENTS HAS RECEIVED YOUR FILE

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Case Number: 1911490

**Original Filename:** 20190328100055265.pdf (Original file name is displayed for informational purposes only.)

**Received Date:** Thursday, March 28th 10:05:19 AM (local)

**Document Type:** Pre-341 Deed

**Uploaded by:** Regina Perfetti <reginaperfetti1@gmail.com>

**In-Transit for:** Albert Russo  
1 AAA Drive  
Suite 101  
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referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

**1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called "Property") described below to the Grantee. This transfer is made for the sum of \$189,800.00.

The Grantor acknowledges receipt of this money.

**2. Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Township of Willingboro  
Block No. 124 Lot No. 15 Qualifier No. Account No.

☐ No lot and block or account number is available on the date of this Deed. (Check box if applicable.)

**3. Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Willingboro County of Burlington and State of New Jersey. The legal description is:

☒ Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

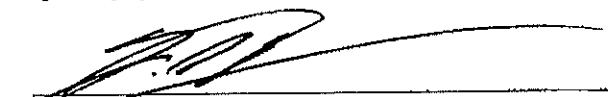
See Schedule "C" attached hereto and made a part hereof.

BEING the same land and premises which became vested in Salvatore K. Pelonero, married man, by Deed from Margaret A. Feeney, dated July 15, 2005, recorded August 9, 2005 in Deed Book 6302, page 720.

ARRIVED

2009 MAR 22 P 1:13

Prepared by: (print signer's name below signature)



F. S. GURK, ESQUIRE

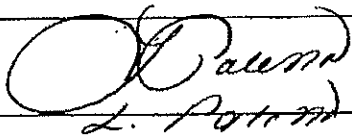
(For Recorder's Use Only)


The street address of the Property is: 9 Spindletop Lane, Willingboro, NJ 08046

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property; promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allow judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below signature.)

Witness by:

  
L. Pelonero

  
SALVATORE K. PELONERO

(Seal)

  
JILL PELONERO

(Seal)

STATE OF NEW JERSEY, COUNTY OF *Burlington*  
I CERTIFY that on *March 17*, 2006

SS:

Salvatore K. Pelonero and Jill Pelonero

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

(a) was the maker of this Deed; and,

(b) executed this Deed as his or her own act; and


(c) made this Deed for \$ *199,000.00*

as the full and actual consideration paid or to be paid

transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

RECORD & RETURN TO:  
SURETY TITLE CORPORATION  
3 E. STOW RD.  
MARLTON, NJ 08053

  
Print name and title below signature

Lori E. Pelona  
Notary Public of New Jersey  
My Commission Expires 08/25/2009

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s) Salvatore K. Pelonero and Jill Pelonero

Current Resident Address:

Street: 7538 Olean Rd.

City, Town, Post Office

Holland

State

NY

Zip Code

14080

**PROPERTY INFORMATION (Brief Property Description)**

Block(s) 124

Lot(s) 15

Qualifier

Street Address:

9 Spindletop Lane

City, Town, Post Office

Willingboro

State

NJ

Zip Code

08046

Seller's Percentage of Ownership  
100%Consideration  
\$189,900.00Closing Date  
March 17, 2006**SELLER ASSURANCES (Check the Appropriate Box)**

1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033, or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3-17-06

Date

Salvatore K. Pelonero Signature Jill Pelonero

3-17-06

Date

(Seller) Please indicate if Power of Attorney or Attorney in Fact

**S SURETY**  
TITLE CORPORATION  
TITLE INSURANCE COMMITMENT

File Number: 68860

**SCHEDULE C  
LEGAL DESCRIPTION**

ALL that certain land and premises situate in the Township of Willingboro, County of Burlington and the State of New Jersey, bounded and described as follows:

BEGINNING at a point in the Westerly line of Geraldine Road, therein distant 284.64 feet Southerly from the produced intersection of the Southerly line of Silvia Place with the Westerly line of Geraldine Road; thence extending

- (1) Along the Westerly line of Geraldine Road, South 37 degrees 30 minutes 00 seconds West, 48.00 feet to a point; thence
- (2) North 52 degrees 30 minutes 00 seconds West, 100.00 feet to a point; thence
- (3) North 37 degrees 30 minutes 00 seconds East, 48.00 feet to a point; thence
- (4) South 52 degrees 30 minutes 00 seconds East, 100.00 feet to a point in the Westerly line of Geraldine Road, the point and place of BEGINNING.

BEING known and designated as Lot 42 in Block 140 as shown on a certain map entitled "Final Plat North Arlington Heights, situated in the Borough of North Arlington, Bergen County, New Jersey" and filed in the Bergen County Clerk's Office on December 9, 1960 at Filed Map No. 5626.

BEING known as Lot 15 , Block 124 as shown on the Township of Willingboro tax map.

COMMONLY known as 9 Spindletop Lane.

# RECORDING DATA PAGE

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Consideration : \$189,900.00  
Code : S  
Transfer Fee : \$868.00  
Recording Date: 03/27/2006  
Document No : 4289585 ccscelza

SURETY TITLE CORP  
3 E STOW RD SUITE 100  
MARLTON, NJ 08053

Receipt No : 622199  
Document No : 4289585  
Document Type : DEED  
Recording Date: 03/27/2006  
Login Id : ccscelza

Recorded  
Mar 27 2006 09:44am  
Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060  
609-265-5180

**Exhibit B**

## Certification of Document Receipt

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**Original Filename:** 20190328095642795.pdf (Original file name is displayed for informational purposes only.)

**Received Date:** Thursday, March 28th 10:03:21 AM (local)

**Document Type:** Pre-341 Homeowners Insurance

**Uploaded by:** Regina Perfetti <reginaperfetti1@gmail.com>

**In-Transit for:** Albert Russo  
1 AAA Drive  
Suite 101  
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State Farm Fire and Casualty Company  
A Stock Company With Home Offices in Bloomington, Illinois  
100 State Farm Place  
Ballston Spa, NY 12020-8000



AT1 H-17-9DBF-FB27 F HW  
3201  
KELLY, RODNEY J  
9 SPINDLETOP LN  
WILLINGBORO NJ 08046-1416

## DECLARATIONS

AMENDED JUL 6 2018

**AMOUNT DUE:** None

**Payment is due by** None

**Policy Number:** ~~00 00 00000~~

**Policy Period:** 12 Months

**Effective Dates:** JUL 25 2018 to JUL 25 2019

The policy period begins and ends at 12:01 am standard time at the residence premises.

### Your State Farm Agent

KEVIN COAN CLU, CHFC

2902 ROUTE 130 STE 4

DELRAN NJ 08075-2525

**Phone:** (856) 461-2222

## HOMEOWNERS POLICY

### Location of Residence Premises

9 SPINDLETOP LN  
WILLINGBORO NJ 08046-1416

**Construction:** Frame  
**Year Built:** 1969

### Automatic Renewal

If the **POLICY PERIOD** is shown as **12 MONTHS**, this policy will be renewed automatically subject to the premiums, rules, and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the Mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

## IMPORTANT MESSAGES

Your policy is amended JUL 6 2018  
HOME/AUTO DISCOUNT ADDED  
Other items shown are effective  
with the policy's 2018 renewal

## PREMIUM

Endorsement Premium

DECREASE

\$ 386.36

NJ Surcharge

\$ 2.00cr

*Your premium has already been adjusted by the following:*

Home/Auto

Claim Record



30-BD-B662-5

**FORMS, OPTIONS, AND ENDORSEMENTS**

HW-2130	Homeowners Policy
HO-2466	Fungus (Incl Mold) Limited Cov
HO-2444	Back-Up Of Sewer Or Drain - 5% of Coverage A/\$ 8,920
HO-2558	Workers' Comp & Employers Liab
HO-2465	Fungus (Incl Mold) Liability
Option JF	Jewelry and Furs \$1,500 Each Article/\$2,500 Aggregate
Option ID	Increase Dwlg Up to \$ 35,680
Option OL	Ordinance/Law 10%/\$ 17,840

**Other limits and exclusions may apply - refer to your policy**

Your policy consists of these Declarations, the Homeowners Policy shown above, and any other forms and endorsements that apply, including those shown above as well as those issued subsequent to the issuance of this policy.

This policy is issued by the State Farm Fire and Casualty Company.

**Participating Policy**

You are entitled to participate in a distribution of the earnings of the company as determined by our Board of Directors in accordance with the Company's Articles of Incorporation, as amended.

In Witness Whereof, the State Farm Fire and Casualty Company has caused this policy to be signed by its President and Secretary at Bloomington, Illinois.

*Lynne M. Youall*  
Secretary

*Michael J. Ligon*  
President

## Homeowners Insurance

**THIS SUMMARY HIGHLIGHTS THE NOTABLE COVERAGES AND EXCLUSIONS ASSOCIATED WITH YOUR HOMEOWNERS INSURANCE POLICY AND IS ONLY PROVIDED AS GUIDANCE IN HELPING YOU UNDERSTAND YOUR POLICY. THIS SUMMARY DOES NOT ALTER YOUR COVERAGE IN ANY WAY. YOUR INSURANCE POLICY IS A CONTRACT THAT GOVERNS YOUR LEGAL RIGHTS. PLEASE CONTACT YOUR AGENT IF YOU HAVE ANY QUESTIONS.**

**REFER TO YOUR DECLARATIONS PAGE FOR INFORMATION ON DEDUCTIBLES AND THE SPECIFIC LIMITS OF YOUR POLICY FOR EACH OF THE INCLUDED COVERAGES. REFER TO THE APPLICABLE POLICY PROVISIONS FOR OTHER INFORMATION SPECIFIC TO THESE COVERAGES, AND ON ANY ADDED COVERAGES OR EXCLUSIONS IN YOUR POLICY. FOR ADDITIONAL GUIDANCE AND INFORMATION, SEE THE INSURING YOUR HOME GUIDE ON THE DEPT. OF BANKING AND INSURANCE WEBSITE AT [http://www.state.nj.us/dobi/division\\_consumers/pdf/insuringyourhome.pdf](http://www.state.nj.us/dobi/division_consumers/pdf/insuringyourhome.pdf)**

**Most homeowners policies in New Jersey include the following common coverages:**

- **Dwelling** - pays if your house is damaged or destroyed by a covered loss.
- **Other structures** - pays if structures not attached to your house, such as detached garages, storage sheds, and fences are damaged or destroyed by a covered loss.
- **Personal property** - pays if the items in your house (such as furniture, clothing, and appliances) are damaged, stolen, or destroyed by a covered loss.
- **Loss of use** - pays your additional living expenses (costs over the normal amount for housing, food, and other essential expenses) if you must temporarily move because damage to your house from a covered loss renders it uninhabitable.
- **Personal liability** - pays to defend you in court against certain lawsuits and provides coverage if you are found legally responsible for someone else's injury or property damage.
- **Medical payments to others** - pays the medical bills of people hurt on your property. It might also pay for some injuries that happen away from your home, such as your dog biting someone at the park.

### **Policy Features**

- Companies may exclude coverage for certain losses. Even the most comprehensive policy will exclude certain types of damage.
- All policies include an all-peril deductible. The deductible is the portion for which you are responsible on a covered property loss.
- Some policies may include a separate, optional wind/hail deductible, and/or a mandatory or optional hurricane deductible.
- Companies may offer optional coverages that include oil tank liability, coverage for water back up and sump pump overflow, ordinance or law coverage, earthquake and scheduled personal property such as jewelry, fine arts, furs or silverware.

Your Policy Covers Losses Caused by	Your Policy Does Not Cover Losses Caused by
Fire and lightning	Flooding including tidal surge (Note: Flood insurance may be available through the National Flood Insurance Program ( <a href="http://www.floodsmart.gov">www.floodsmart.gov</a> ))
Sudden and accidental damage by smoke	Earth movement, landslides, mudslides & sinkholes
Explosion	Termites, insects, rats, mice, birds or other vermin
Theft	Freezing pipes (unless water was shut off or building was heated)
Vandalism and malicious mischief	Certain perils if your house is vacant for the number of days specified by your policy
Aircraft and vehicles	Wear and tear, rotting, maintenance and pollution
Windstorm or hail	Wind or hail damage to trees and shrubs
Sudden and accidental water damage	Mold, unless it is as a result of a covered loss (for example, mold damage due to flood would not be covered)
Weight of ice, snow or sleet	Water damage resulting from continuous and repeated seepage
Riot and civil commotion	Liability which results from the ownership or use of an automobile and other types of motorized land vehicles, aircraft or certain watercraft
	Intentional acts caused by you or a resident of your home
	War or Nuclear Hazard
	Earthquake